

**ALTERNATIVE OYSTER CULTURE
EQUIPMENT AND FACILITY REMOVAL BOND**

WHEREAS, _____
(Name of AOC Permittee)

(“Permittee”) has been granted Alternative Oyster Culture (“AOC”) Permit No. _____ by the Louisiana Department of Wildlife and Fisheries (“Department”), authorizing Permittee to conduct AOC activities as set forth in the Permit, effective through _____, 20__; and

WHEREAS, as a condition of the Permit it is required by Department, and agreed to by Permittee, that Permittee shall remove and properly dispose of all equipment, facilities, and other items used in connection with the Permit within 120 days after termination, cancellation, or expiration of the Permit; and

WHEREAS, as a further condition of the Permit it is required by Department, and agreed to by Permittee, that within 15 days after receiving the Permit, Permittee shall post a surety bond with a good and solvent surety, payable to Department, in the amount of _____ DOLLARS (\$_____), guaranteeing removal and proper disposal of all equipment, facilities, and other items used in connection with the Permit.

NOW, THEREFORE, surety _____,
(Name of Insurance Company)

a _____ company, licensed to and doing business in the State of Louisiana, as Surety,
(Name of State)

and Permittee, principal, authorized to do and doing business in the State of Louisiana, are held and firmly bound jointly, severally, and in solido unto and in favor of Department, or its successor in office, in the full sum of _____ DOLLARS (\$_____), for the removal and proper disposal of all equipment, facilities, and other items used in connection with the Permit, or alternatively, at the election of the Department, for the use and benefit of the State of Louisiana for the removal and proper disposal of all equipment, facilities, and other items used in connection with the Permit.

Surety specifically agrees that the foregoing obligations shall remain in full force and effect until removal and proper disposal of all equipment, facilities, and other items used in connection with the Permit.

This bond may be terminated as to future acts only of Permittee upon 30 days prior written notice by Surety, said notice to be delivered to the Secretary, Department of Wildlife and Fisheries, by certified mail; otherwise, to remain in full force and effect until such time as all equipment, facilities, and other items used in connection with the Permit have been removed.

It is specifically agreed by the parties hereto that the exclusive jurisdiction and venue for any legal action brought against, or relating to, this surety bond, shall be at the domicile of the

Louisiana Department of Wildlife and Fisheries, East Baton Rouge Parish, Louisiana, and such actions must be brought exclusively in the Louisiana District Court for the 19th Judicial District.

We, therefore, bind ourselves, our heirs, executors, and administrators, firmly by these presents on this _____ day of _____, 20__.

WITNESSES:

Date: _____

(Signature)

(Print Name)

(Signature)

(Print Name)

PERMITTEE

BY: _____
(Print Name)

(Title)

WITNESSES:

Date: _____

(Signature)

(Print Name)

(Signature)

(Print Name)

INSURANCE COMPANY

BY: _____
(Print Name)

(Title)